could have seen him going into a dangerous place and prevented the accident. Straup, C. J., *dissenting*.

The general rule is that if the injured person's own negligence contributed to his injury, he cannot recover. *Moulton v. Ry. Co.*, 99 Me. 508; *Jones v. R. R. Co.*, 107 Ala. 400; *Trust Co. v. Fashion Co.*, 106 Ill. App. 135. But the courts differ as to the degree of negligence necessary to bar a recovery. Some courts hold slight negligence on the plaintiff's part sufficient to bar his recovery. *Lindberg v. Ry. Co.*, 83 Ill. App. 433; *Ry. Co. v. Bynum*, 139 Ala. 389. Other courts hold that the plaintiff may recover in spite of slight negligence on his part, when the defendant was grossly negligent. *R. R. Co. v. McElmurry*, 24 Ga. 75. Many courts, by basing their decisions on the doctrine of last clear chance, allow the plaintiff to recover, even where his negligence contributed to the injury, if the defendant, by use of ordinary care, could have prevented the injury. *McLamb v. Ry. Co.*, 122 N. C. 862; *Kolb v. Transit Co.*, 76 S. W. 1050 (Mo.); *Atwood v. Ry. Co.*, 91 Me. 399. The Indiana courts adopt the strict rule that if the plaintiff was guilty of contributory negligence he cannot recover unless the defendant was wantonly and willfully negligent. *Ry. Co. v. Ceder*, 110 Ind. 376; *De Lou v. Ry. Co.*, 22 Ind. App. 377. The principle on which the doctrine allows the plaintiff to recover is that his own negligence was the remote cause of the injury. *Troy v. R. R. Co.*, 99 N. C. 298; *Tanner v. Ry. Co.*, 60 Ala. 621. And when the negligence of the plaintiff and the defendant is concurrent, the plaintiff cannot recover. *Butler v. Ry. Co.*, 99 Me. 149; *Power v. Gordon*, 102 Va. 498.

SALES — WARRANTY — STATEMENTS CONSTITUTING. — WOOLDRIDGE V. BROWN, 62 S. E. 1076 (N. C.).—The buyer of coal told the salesman that he was buying it to burn brick, and the salesman told him that it would burn brick, and was used for that purpose. *Held*, that the salesman's statement does not show a warranty of quality, or that the grade ordered would burn brick.

No particular form of words is necessary to constitute a warranty. *Hawkins v. Pemberton*, 51 N. Y. 198; and a representation by the seller as to the quality of the article sold is a warranty if so intended by the parties. *Murray v. Smith*, 4 Daly 277; *Weimer v. Clement*, 37 Pa. St. 147. However, a mere statement by the seller of his own belief, upon a matter concerning which the purchaser is to exercise his own judgment, does not constitute a warranty. *Coates v. Harvey*, 10 N. Y. St.. 276. But if the buyer relies upon the representation of the seller in making a purchase, he affirmation will be given the effect of a warranty. *Evans v. Schriver Laundry Co.*, 57 Ill. App. 150. A warranty of fitness of an article for a specific purpose cannot be implied from a knowledge on the part of the seller that the article was intended for such purpose. *Bartlett v. Hoppock*, 34 N. Y. 118; *Rose v. Meeks*, 91 Ia. 715.